BRUHAT BANGALORE MAHANAGARA PALIKE

Request for Proposal

Supply of food and Snacks for BBMP Functions and Meetings

Tender reference number: **BBMP/2024-25/IND0123**

Deputy Commissioner
Admin
Bruhat Bengaluru Mahanagara Palike

C O N T E N T S

SECTION	DESCRIPTION
I	Invitation for Tenders (IFT)
II	Instructions to Tenderers (ITT)
III	General Conditions of Contract (GCC)
IV	Special Conditions of Contract (SCC)
V	Schedule of Requirements (SR)
VI	Qualification Criteria
VII	Tender Form
VIII	Earnest Money Deposit bank guarantee form
IX	Contract form
X	Performance security bank guarantee form
XI	Proforma for performance statement for the last three years

BRUHAT BENGALURU MAHANAGARA PALIKE
Office of the Deputy Commissioner (Admin), 1st floor, Annex Building-1 N.R Square BBMP Head office, Bengaluru-560002

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No. **BBMP/2024-25/IND0123**
Date: 17/**3/**25

(TWO COVER SYSTEM)
(Short Term Tender Notification)
(Through GOK KPP- Portal only)

1. The Deputy Commissioner (Admin), invites tenders on behalf of the Hon'ble Chief Commissioner, BBMP, Bengaluru from eligible Tenderers for the service detailed in the table below. The tenderers may submit tenders for works given in the table through kppp portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the kppp portal of the Government of Karnataka **18/3/25**
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.
4. Tenders must be submitted online through kppp portal on or before 17.30 hours on **26/3/25** and the opening of tenders will be as per the kppp portal guidelines.
5. Other details can be seen in the tender documents.

TABLE

Sl. No	Name of work	Estimate Cost Rs. In lakhs	Amount put to Tender (In Rs)	Earnest Money Deposit (in Rupees)	Period of completion
1	**Supplying of food and Snacks for BBMP Functions and Meetings**	**99.00**	**94,26,750/-**	**1,89,000/-**	**1 years**

NOTE:

1. Last date for receipt of queries is **20/3/25**before 17.30 hrs through Kppp portal only.

Agency
Deputy Commissioner (Admin)

2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Deputy Commissioner (Admin) Division on **27/3/25 at 17.10 hours.**
3. Aspiring Bidders/Contractors who have not registered in kppp portal should register before participating through the website https://kppp.karnataka.gov.in
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK kppp portal website https://kppp.karnataka.gov.in or contact kppp portalHelpdesk at 080 – 22441076
7. Corrigendum's/Modifications/Corrections, if any will be published in the https://kppp.karnataka.gov.in only.
8. This tender notice can also be seen on the BBMP website www.bbmp.gov.in.

Sd/-
Deputy Commissioner
Admin
Bruhat Bengaluru Mahanagara
Palike

Copy Submitted to the:

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Personnel Assistant to Hon'ble Chief Commissioner to bring into the notice of Hon'ble Chief Commissioner.
3. Hon'ble Special Commissioner (Projects/Admin/Finance) for kind information.
4. Engineer – in – Chief for kind information.
5. CAO / Chief Auditor for kind information.
6. I. T. Advisor with a Request to publish the same in the BBMP Website.
7. All Executive Engineers (Project-Central) with a Request to publish the same in the Display /Notice Boards.
8. Accounts Superintendent / Cashier for information for necessary action.
9. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
10. Notice board
11. Office Copy.

Deputy Commissioner
Admin
Bruhat Bengaluru Mahanagara
Palike

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)
TABLE OF CLAUSES

Clause Number	Topic Number
A. Introduction	
1.	Eligible Tenderer
2.	Cost of Tendering
B. Tender Documents	
3.	Contents of Tender Documents
4,	Clarification of Tender Documents
5.	Amendment of Tender Documents
C. Preparation of Tenders	
6.	Language of Tender
7.	Documents Comprising the Tender
8.	Tender Form
9.	Tender Prices
10.	Tender Currency
11.	Documents Establishing Tenderer's Eligibility and Qualifications
12.	Documents Establishing Food Eligibility and Conformity to Tender Documents
13.	Earnest Money Deposit
14.	Period of Validity of Tenders
15.	Format and Signing of Tender
D. Submission of Tenders	
16.	Sealing and Marking of Tenders
17.	Deadline for submission of Tenders
18.	Late Tenders
19.	Modification and Withdrawal of Tenders
E. Tender Opening and Evaluation of Tenders	
20.	Opening of Tenders by the Purchaser
21.	Clarification of Tenders
22.	Preliminary Examination
23.	Evaluation and Comparison of Tenders
24.	Contacting the Purchaser
F. Award of Contract	
25.	Post-qualification
26.	Award Criteria
27.	Purchaser's Right to Vary Quantities at Time of Award
28.	Purchaser's Right to Accept any Tender and to Reject any or all Tenders
29.	Notification of Award
30.	Signing of Contract

31.	Performance Security
32.	Corrupt and Fraudulent Practices

A. Introduction

1. Eligible Tenderer's

1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of this tender, and The Deputy Commissioner (Admin), Annex Building-1, 1st floor, BBMP Head office Premises, NR Square, Bangalore 560 002, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The Services required, Tendering procedures and contract terms are prescribed in the Tender documents. In addition to the Invitation for Tenders, the Tender documents include:

(a) Instruction to Tenderer (ITT);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements (SR);
(e) Contract Form;
(f) Performance Security Form;
(g) Performance Statement Form;

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond to any request for clarification of

the tender documents which it receives not later than 2 days prior to the deadline for submission of tenders prescribed by the Purchaser. The purchaser response will be communicated through kppp portal platform.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by amendment and the amendments will be published through the e-portal platform.

5.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Comprising the Tender

The tender prepared by the Tenderer shall comprise the following components

a) Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 & 10;
b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted;
c) Documentary evidence established in accordance with ITT Clause 12 that the food and ancillary services to be supplied by the Tenderer are eligible food and services and conform to the tender documents; and
d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the food and services and prices.

9. Tender Prices

9.1 The Tenderer shall indicate in the Price Schedule the unit prices and total tender prices of the Services to provide under the Contract. Tenderers shall quote for the complete requirement of services specified under the contract on a single responsibility basis failing which such tenders will not be considered for evaluation and award of tender.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

i) The price indicated on price schedule shall be inclusive of cost of food, transportation to the different serving location, Man power required for distribution of food packets, cleaning the said area including disposal of waste generated during the event.

ii) Any Indian duties, sales and other taxes which will be payable on the food if this Contract is awarded;

iii) The price for inland transportation, insurance and other local costs incidental to delivery of the food to their final destination.

iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract including the price for maintenance services.

9.3 The Tenderer’s separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if his tender is accepted, shall establish to the Purchaser's satisfaction:

a) The tenderer should prepare food on their own and evidence to establish the same should be provided in bid document.

b) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the

criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

i. The legal status, place of registration and principal place of business of the company or firm or partnership, etc;

ii. Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Proforma given in **Section XI)**

12. Documents Establishing Food & Services Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

11.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

11.3 The earnest money deposit shall be denominated in Indian Rupees in any of the form indicated in kppp portal:

a) Remain valid for a period of 90 days beyond the bid validity period, or beyond any period of extension subsequently requested under ITT Clause 14.2.

11.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

11.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

11.6 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

11.7 The tender security may be forfeited:

a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

b) In case of a successful Tenderer, if the Tenderer fails:

i. to sign the Contract in accordance with ITT Clause 30; or

ii. to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The **Technical Bid and Financial Bid** of the tender shall be typed or written in indelible ink and shall be signed (Digital) by the Tenderer or a person or persons duly authorized to bid the tender to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

15.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the tender.

D. Submission of Tenders

16. Sealing and Marking of Tenders

16.1 As per E – Procurement, upload (A). Technical Bid details and (B). Financial Bid details

17. Deadline for Submission of Tenders

17.1 As mentioned in the kppp portal.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 e-Procurement

19. Modification and Withdrawal of Tenders

19.1 The Tenderer may modify the contents of the Technical Bid or Commercial Bid covers separately for each cover or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

19.2 No tender may be modified subsequent to the deadline for submission of tenders.

19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. A. Opening of Tenders by the Purchaser

a) The tender will be open for the bidders on the appointed date & time on kppp Portal. The date & time is .....The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at and in the following location, Office of The Deputy Commissioner (Admin), Annex Building-1, 1st floor, BBMP Head office Premises, NR Square, Bangalore 560 002.

b) The Tenderers' representatives who are present shall sign a register evidencing their attendance. The tender shall be opened on the e-platform even when no tenderers representative is present at the appointed date and time. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

i. The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Purchaser may consider appropriate, will be announced through kppp portalPlat form.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6).Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:

a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and Service providing capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser’s right to vary Quantities at Time of Award

The purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of food and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 20 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderer's/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a) defines, for the purposes of this provision, the terms set forth as follows :

   i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and .
   ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderer's (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderer’s shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Clause Number	Topic Number
A. Introduction	
1.	Definitions
2.	Application
3.	Standards and Safety (Ref: CFTRI guide lines)
4.	Use of Contract Documents and Information; Inspection and Audit by Government
5.	Patent Rights
6.	Performance Security
7.	Inspection and Tests
8.	Packing
9.	Delivery and Documents
10.	Transportation
11.	Incidental Services
12.	Payment
13.	Prices
14.	Change Orders
15.	Contract Amendments
16.	Assignment
17.	Subcontracts
18.	Delays in Supplier's Performance
19.	Liquidated Damages
20.	Termination for Default
21.	Force Majeure
22.	Termination for Insolvency
23.	Termination for Convenience
24.	Settlement of Disputes
25.	Limitation of Liability
26.	Governing Language
27.	Applicable Law
28.	Notices
29.	Taxes and Duties

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) **"Contractor"** the successful tenderer with whom the contract is entered into.

(c) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(d) **"Services** "means Providing Morning breakfast, Afternoon Lunch, Night Dinner and other obligations of the tenderer covered under the Contract.

(e) **"GCC"** means the **General Conditions of Contract** contained in this Section. **"SCC"** means the **Special Conditions of Contract**.

(f) **"The Purchaser"** means the organization receiving the services/food as named in SCC

(g) **"The Purchaser's country"** is the country named in SCC.

(h) **"The tenderer"** means the individual or firm Providing cooking & catering & Services under this Contract.

(i) **"The Government"** means the Government of Karnataka State.

(j) **"Day"** means calendar day.

(k) **"Breakfast"** means the first meal of the day served during mornings. "**Lunch"** means the meal of the day served during afternoon. **"Dinner"**means the meal of the day served during night.

(l) **"Deputy Secretary DPAR (Protocol) "** means the Deputy Secretary, DPAR Protocol Vidhana Soudha, Bangalore

(m) **"Special Officer"** means Special Officer of Kumara Krupa Guest House, Bangalore.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards and Safety

3.1 The Foodsupplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Food 'country of origin and such standards shall be the latest issued by the concerned institution.

3.2 The term Food Safety and Standard means the terms and meanings defined in food safety and standards act 2006 for all academic and legal purposes.

3.3 CFTRI Guidelines. (Annexure -1).

4. **Use of Contract Documents and Information; Inspection and Audit by the Government**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract,or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have the audited by auditors appointed by the Government, if so required by the Government.

5. **Patent Rights**

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Food or any part thereof in India.

6. **Performance Security**

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of **5%** of the Contract Value, valid upto 90 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportion at value shall be extended 90 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

(b) A cashier's check or Banker’s certified check, or crossed demand draft or pay order drawn in favour of the Purchaser ;or

(c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 90 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60days after the completion of performance obligations including Warranty obligations.

6.6 Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Food to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Food final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data -shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Foodfail to conform to the specifications, the Purchaser may reject the foodand the Supplier shall either replace the rejected Foodor make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Foodafter the Food' arrival at Project Site shall in no way be limited or waived by reason of the Foodhaving previously been inspected, tested and passed by the Purchaser or its representative prior to the Foodshipment.

7.5 Nothing in GCC Clause7 shall in anyway release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings

7.6.1 Before the food and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the food and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the food and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the food is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the foodfinal destination and the absence of heavy handling facilities at all points in transit.

8.2 Packing Instructions: The Supplier will be required to make separate packages for each packet.

8.3 Plastic should not be used as packing material.

9. Delivery and Documents

8.1 Delivery of the Food shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Transportation

10.1 Where the Supplier is required under the Contract to transport the food to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

11. Incidental Services

11.1 The supplier may be required to provide any or all of the services, including supplying food packets to the prescribed location, serving and cleaning the area.

12. Payment

12.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

12.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the food delivered and the Services performed, and by documents, submitted pursuant to GCC clause 9, and upon fulfillment of other obligations stipulated in the contract.

12.3 Payment shall be made in Indian Rupees.

13. Prices

13.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

14. Change Orders

14.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 28, make changes within the general scope of the Contract in anyone or more of the following:

a) The method of packing;
b) The place of delivery; and/or
c) The Services to be provided by the Supplier.

14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

15. Contract Amendments

15.1 Subject to GCC Clause14, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment

16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

17. Sub contracts - Not allowed

18. Delays in the Supplier's Performance

18.1 Delivery of the food and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

18.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Food and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

18.3 Except as provided under GCC Clause21, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause21.2 without the application of liquidated damages.

19. Liquidated Damages

19.1 Subject to GCC Clause21, if the Supplier fails to deliver any or all the quantity or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, assume equivalent to 0.5% of the delivered price of the delayed Food or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 20.

20. Termination for Default

20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

a) If the Supplier fails to deliver any or all quantity within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 18; or
b) If the Supplier fails to perform any other obligation(s) under the Contract.
c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution. "fraudulent practice "means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

20.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause20.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Food or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses18, 19, 20, the Supplier shall not be liable for feature of its performance security, liquidated damages or termination for default, if and to the extent that, its delaying performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. Termination for Insolvency

22.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. Termination for Convenience

23.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24. Settlement of Disputes

24.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct in formal negotiation any disagreement or dispute arising between the under or in connection with the Contract.

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter maybe commenced unless such notice is given.

24.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

24.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

24.5 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

25. Limitation of Liability

25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause5,

a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

26. Governing Language

26.1 The contract shall be written in English language. Subject to GCC Clause 27, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

27. Applicable Law

27.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

28. Notices

28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

29. Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Foodto the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Bidder must provide the documents as mentioned in **schedule of Requirements**. All the documents should be scanned and uploaded along with the tender documents as mentioned in Annexure - without fail.
2. The Tenderer shall quote the price for the breakfast in schedule I for per head per day. The approximate average number of persons having morning breakfast per day may be taken as 50 on an average. The cost of the breakfast, quoted per head per day price should be compulsorily filled in the price schedule. Those price schedules without this break up cost will be summarily rejected. The technically qualifying tenders will be evaluated on the basis of the per head per day price
3. The Successful Tenderer will have to start working from the date ordered by the Purchaser. The Contract will be for a period of 12 months. The period of contract can be extended for further period not more than 12 months with mutual consent. The Purchaser reserves the right to terminate the contract at short notice of one month or without any notice.
4. All the VVIP including permanent and outsourced employees of State are eligible to have food at designated location in the State of Karnataka.
5. Persons who are less than 18 years of age should not be employed. Employing child labour in the catering & housekeeping is strictly forbidden and violation would attract penal provisions of the law.
6. The contractor shall employ only healthy workers in the mess free from any communicable disease. The Staff should neatly maintain personal cleanliness and good health free from diseases such as skin/TB diseases. Health charts showing regular health checkups done should be available for perusal, all health checkups done should not be more than six months old. Medical / Physical certificate to be obtained from authorized medical authority.
7. It is the responsibility of the contractor to follow all statutory regulations prescribed from time to time. Any disregard to these will attract penalty as decided by the administration on the merit of the case.
8. The Service Provider will keep a Complaint Register with numbered pages duly verified by the supervisor and replies given.

9. There should be strict quality control of food. Prohibited items like baking soda, ajinomoto chemical colors, an adulterated oil/Vanaspathi or used up oil should not be used for cooking Refined sunflower oil, and only branded wheat flour should be used for preparation of food. The food supplied should be fresh, wholesome delicious and qualitatively good and should be in conformity in taste with popular hotels.
10. The Purchaser has the right to check the quality of all ingredients used. For any breach of this, the contractor is liable for penalty as decided by the Purchaser or liable for termination of contract. The quantum of penalty will be commensurate with the loss or damage as decided by the undersigned.
11. The Purchaser is absolved of all responsibilities arising out of any eventualities such as food poisoning etc., due to consumption of food. The responsibility solely lies with
12. The contractor. The supplier shall abide by the provisions of and Food Safety and Food Standards Act 2006 and rules 2011 in terms of food safety and standards.
13. The samples of cooked food and oil used for cooking will be tested in the approved laboratory such as CFTRI or FSL or DFRL or any other equivalent reputed Institute, at least once a month and whenever needed. The charges for such testing should be borne by the contractor.
14. The contractor shall be responsible for Garbage collection & disposal from the prescribed location.
15. Supplying of food within the time of schedule of meetings and programmes before half an hour.
16. If many programmers conducted in one day then we can take food supply from other vendors at the same L1 bidder rate. (As per the GOK Order No. **¹C¸ÀÄE 01 ºÉZïEJ£ï 2013, ¢£ÁAPÀ: 30.05.2013)**
17. Vendor must be ready to supply food in any timings as per required, if programmes and meetings conducted in emergency schedule.
18. **Payment Terms & Conditions:**
    i. The proof for payment of PF, ESI, and all the other Taxes as per Approved by Govt. of Karnataka is to be produced for the previous month to accept and pass the bill for payment.
    ii. The payment to the contractor will be made on monthly basis. The payment will be made at the approved rates per head per day. Bill shall be made out in the name Purchaser. Bill shall be submitted before 5th of the succeeding month.
    iii. The Contractor must have sufficient financial resources to commence the catering without waiting for payment from the Purchaser.
    iv. No advance of any kind will be given.

19. Bills will be paid only if the services of the agencies are satisfactory.
20. Even after approval, if information/facts submitted by the tenderer are found misleading/incorrect/false etc. Purchaser reserves the right to disapprove/cancel the contract.
21. The supplier of the Tenderer shall comply COVID-19 protocols issued from time to time from Health authorities.
22. The contractor shall have a license for catering from any competent authority.

Breakfast/Lunch/Dinner Services Penalty

a) **In case of deficient service where the contractor fails to provide a Breakfast/Lunch/Dinner in such case the contractor will be liable to pay double the cost incurred in providing the same from outside.**
b) **Indiscipline & misbehavior by contract employee will attract fine of - Rs.500/- in each case.**

SECTION V: SCHEDULE OF REQUIREMENTS (SoR)

The Supplier is required to serve as per the requirements.

Note: All timings and Services are subject to change depending on circumstances at the discretion of the Administrative head. The Supplier may also note that the requirement for Tiffin/lunch/dinner Services may increase/ decrease based up on the staff/officers involved in the duty. Thus the requirement for man power and other services may go up or come down accordingly.

1. Hot food is to be served.
2. The total strength of the officers/staff will likely to increase/ decrease at short notice. The supplier therefore must be able to make suitable arrangements accordingly ensuring availability of food with adequate manpower to serve all.
3. **Raw materials and other cooking ingredients:** Caterer shall ensure that all food items used are of establish/ standard brand. All raw materials and cooking ingredients items like vegetables/ Milk products, etc, should always be fresh. Similarly cooking oils of reputed brands, safe for health should only be used as per the guide lines issued by the CFTRI. Stale and life expired items shall not be used under any circumstances. The contractor is responsible for serving healthy and Hygienic food.
4. **Quality & Quantity:** the caterer shall ensure that all food items are of a very high quality with adequate quantity sufficient for all the Persons for each breakfast.

   1. Food shall be served in clean crockery cutlery for individual person. Plastic should not be used for food packets.

5. **HYGEINE & CLEANLINESS:**
   1. Supplier shall ensure a high standard of hygiene and cleanliness at all times.
   2. The Supplier should not allow any garbage, debris or drain water to be let out on the ground, in and around the food supplying premises.
   3. Maintenance of Cleanliness shall be the responsibility of the Supplier.
   4. All incidental services required for food supply like helpers and cleaning staff along with Supervisory staff and the cost will be included in the rates quoted for the menu.
   5. The contractor will make necessary arrangement for sufficient number of employees to ensure faster service of food during all the time.

IMPORATANT POINTS FOR PREPARING THE FOOD

- Seasonal vegetables of which are fresh and good quality only shall be used.
- **Ajino moto , artificial colours, baking soda and any other taste enhancers should not be used**

- Used up oil should not be reused for cooking/ frying. Only approved oil, double refined sunflower oil only must be used. .
- All other condition as per the standard tender condition
- Bidder has to abide all the condition fixed by Health Section for smooth functioning of the work

SECTION VI: QUALIFICATION CRITERIA

1. Only those agencies which have registered themselves with Kppp portalcell, Karnataka are eligible to participate in this process.
2. Tender processing fees amount to be paid through Kppp portal only (non-refundable).
3. The Government will not entertain any price revision during the validity period or extended period thereof.
4. If any information provided in both technical & financial bid is incomplete or found to be false or misleading, such tenders will be rejected without any notice at any time during the validity of the tender and also liable for penalties.
5. If any company is black listed by any State Government or semi Government organization such tenderers need not participate in the tender.
6. No documents will be accepted after opening of the tender.
7. The Bruhat Bangalore Mahanagara Palike reserves the right of ascertaining quality parameters.
8. The financial bids in respect of only those tenders whose technical bids are qualified will only be opened by Bruhat Bangalore Mahanagara Palike.
9. Tenderers must ensure that they are supplying adequate quality (Freshly Prepared/wholesome food items)/ quantity, cutlery and also well dressed (White & black uniform with black shoes) man power including transportation to the venue in short notice.
10. Under any circumstances, tender shall not be sub contracted by the tenderer.
11. The Price quoted in the financial bid shall be inclusive of all taxes, including State government or central government imposed GST or any other taxes (Duties/excise/cess) are applicable.
12. The tender committee may award the tender to more than 1 (One) agency, in which case the itemized least rates quoted by all tenderes (least 1) will be applicable for all the awarded agencies.

13. The tenderer should be able to supply in short notice such as a telephone call or letter of correspondence from this office, without giving any room for complaints.
14. Violation of any terms and conditions of the tender, by the supplier is liable for stringent actions like, forfeiting of EMD/SD, Bank guarantee, black listing from department supply for a period of three years or any other punishment as deemed fit in the opinion and judgment of the tender committee depending on the nature of violation.
15. Deputy Commissioner (Admin), BBMP Head office Premises, NR Square, Bangalore 560 002 is authorized to cancel summarily intent giving further notice the tender accepted any time during the tender period on finding of any short comings in quality of service of supply.

The Tenderer should upload the Following Technical document through KPP Portal only.

16. **The bidder must be registered as a firm.**
17. **The bidder Must Have Trade license obtained from BBMP.**
18. **The bidder must be incorporated or Registered in Labour department**.
19. The bidder should not be involved in and major litigation that may have an impact of affecting or compromising the delivery of service as required under this RFP.
20. The agency should submit the self attested Certificate that is not Black listed by any Authorities or Government.
21. **The bidder Must Have GST Registration Certificate.**
22. **Proof for PAN Card Number and Copy of Income Tax returns of last five financial years (2019-20 to 2023-24).**
23. **The bidder Must Have Professional tax Registration Certificate.**
24. **The Bidder should have annual turnover of Rs.94.27 Lakhs in any one year last five Financial years (2019-20 to 2023-24). Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023–24. In support of this, the Service Provider shall furnish the Certificate from Chartered Accountant along with the Proposal.**

25. **The agency should have satisfactorily completed supply of breakfast/lunch/dinner, cooking and catering services to various State/Central Government, state level organization in a single tenderer in any one year of the last five years' of Rs. 47.17 lakhs and a certificate to be enclosed in Performa –A of Section XII, to this effect. Further, a Weightage of 10% per year will be added to bring them to the Price Level of 2023–24. In support of this, the**

Service Provider shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

26. **Unconditional Line of credit/Solvency Certificate of Amount Rs. 28.28 Lakhs should be Submitted obtained from Indian Nationalized Bank.**
27. Certificate Issued by Food and family health Department/ Appropriate Authority for Safety of food supplied.
28. The tenderer should be based in Bangalore or have a reprehensive establishment at Bangalore for a period of not less than 2 years.
29. Successful tenderer should deposite **5 %** of the tender value as Security Deposit till tender completion.

(Annexure -1).

Safety and Quality aspects of Food Ingredients In VIP Canteens

Submitted to Deputy Commissioner (Admin), Annex Building-1, 1st floor, BBMP Head office Premises, NR Square, Bangalore 560 002

By

CSIR – CFTRI, Mysore

Sl No	Contents
1	Introduction
2	Balanced Diets
3	Recommended dietary allowances for Indians
4	Healthy Cereals and Pulses
5	Healthy Oils
6	Safety measures for procuring food ingredients:
7	Prohibited Ingredients
8	General recommendations for hygienic and sanitary practices for food business operators

1. Introduction

a) Safety and quality of raw ingredients used incanteens is a primary need for the preparation of safe and nutritious food. Safety includes the use of safe raw materials along with hygienicmethods of manufacturing / preparation and serving area. As per Food Safety and Standards Act 2006 and its Rules and Regulation 2011, canteens shall have FSSAI License and shall follow the norms as given in Schedule IV of Food Safety and Standards (Licensing and Registration) Regulation 2011. All the ingredients shall conform tothe individual standards mentioned under Food Safety and Standards (Food Product Standards and Food Additives) Regulation 2011(amended to the latest date). Levels of contaminants, residues and toxins shall be within the limit mentioned under Food Safety and Standards (Contaminants, Residues and Toxins) Regulation 2011(amended to the latest date) wherein, clear limit specified for Pesticide Residues, Heavy Metals, Aflatoxins, Antibiotic Residues, Natural Toxicants etc. Prohibited foods are clearly specified under Food Safety and Standards (Prohibition and Restriction on Sales) Regulation 2011(amended to the latest date). Good Manufacturing Practices are mandatory under the food regulatory requirements. There is a need for monitoring the water used for processing and manufacturing of food products.

b) Bacteria and moulds and their contaminations are responsible for food spoilage. Natural enzymes present in food also lead to its deterioration. Besides, insects and rodents, adulterants, natural toxins and various chemical residues beyond permissible levels, make the food distasteful. In addition to moisture and environmental conditions like temperature, storage time also influence the quality of the food.

c) Selection of the quality ingredients is the first step to ensure a safe and good quality diet. Ingredients purchased from reliable sources having a high turnover ensure their freshness. All packed foods shall carry FSSAI logo with valid License number. FSSAI License validity can be checked by online through FSSAI's Food Safety Compliance System (FOSCOS) (foscos.fssai.gov.in).Some foods carry additional certification mark assuring good quality. For example, AGMARK for honey and ghee; ISI (Bureau of Indian Standards) for food colours and essences. Food grains purchased should be free from foreign matter and infestation (rodent excreta and insect remains). They should be of uniform size and should not be shrivelled, shrunken and mouldy. Foodstuffs should be free from artificial colours. There is a risk of adulteration when fats/oils are purchased loose from unsealed containers. Therefore, it is always safer to purchase reputed brand products in sealed sachets/containers. It is necessary to buy pasteurized milk in sachets from a reputed dairy or a reliable vendor to avoid the risk of adulteration and contamination. Milk products such as butter, ghee and should also be purchased from reliable sources. Whole spices, uniform in colour, size and shape should be preferred. Since powdered spices are more likely to be adulterated, always buy certified products. Fruits and vegetables that show patches, mechanical damage and bruises, or are wilted and decayed with visible evidence of insects and moulds, should be avoided. Eggs should be fresh and free from cracks. Meat or poultry must be examined for characteristic colour, odour and texture, and should be purchased fresh or frozen.Freshness of fresh-water fish is indicated by a stiff body, bright, clear and bulging eyes, reddish gills, tight scales and absence of stale odour or discolouration. Fresh fish will not show any pitting on finger pressure.

d) Agricultural commodities should be dried adequately and protected from moisture in safe storage structures (eg. tin with a tight lid) to prevent mould growth. Microbes like bacteria and mould produce toxins (eg. aflatoxins). Rodent attacks, and the presence of insects and microbes, not only reduce the availability of nutrients but render the foods harmful. Frequent and careful disinfestation of the storage premises using pesticides like aluminium phosphide is essential. Some traditional household practices such as application of edible oils to grains, placing dried neem leaves in storage bins etc., are known to prevent infestations.

e) Perishable foods like milk, meat, vegetables and cooked foods, are prone to spoilage due to microbes. These foods should be stored under refrigeration, preferably at a temperature of 10°C or less, which retards multiplication of microorganisms. However, even refrigerated foods, if stored for long, can get spoiled. Cross contamination can be avoided by keeping cooked and raw food separately. In case food which is cooked has to be stored for some time, it should be kept either hot (more than 60°C) or be cooled quickly (below 10°C). Most microorganisms multiply

at temperatures between 10 and 60°C. Refrigerated cooked food should be heated before consumption. However, repeated heating may be avoided.

f) Foods may be adulterated with non-food material or inferior quality product. Spoilt, stale or poor quality food is made attractive and fresh by adding harmful colours or other chemicals. Frequently adulterated food items are milk and milk products, cereals, pulses and their products, edible oils and spices. The different classes of adulterants include non-permitted colours like metanil yellow; non-edible oils like castor oil; cheaper agricultural produce like various starches in milk powder; extraneous matter like husk, sand and sawdust; and metal contaminants like aluminum or iron filings. Consumption of adulterated foods could lead to disease outbreaks of epidemic proportions. Buying from a reliable and reputed source, careful checking of foods before purchase and insisting on certified brands will all minimize the risk of food adulteration.

g) Food handlers should observe good personal hygiene to maintain food safety. They should be free from obvious signs of illness, wounds and sores. Traditionally in India, cooked food is touched by the hands while preparing, serving and eating. Use of spoons and ladles should be encouraged to avoid contamination. Hands should be washed thoroughly before starting the preparation of food and after every interruption. Household pets like cats and dogs often harbour dangerous pathogens. They should be kept away from places where food is cooked, stored or served.

2. Balanced Diets:

a) A balanced diet is one which provides all the nutrients in required amounts and proper proportions. It can easily be achieved through a blend of the four basic food groups. The quantities of foods needed to meet the nutrient requirements vary with age, gender, physiological status and physical activity. A balanced diet should provide around 50-60% of total calories from carbohydrates, preferably from complex carbo-hydrates, about 10-15% from proteins and 20-30% from both visible and invisible fat. In addition, a balanced diet should provide other non-nutrients such as dietary fibre, antioxidants and phytochemicals which bestow positive health benefits. Antioxidants such as vitamins C and E, beta-carotene, riboflavin and selenium protect the human body from free radical damage. Other phytochemicals such as polyphenols, flavones, etc., also afford protection against oxidant damage. Spices like turmeric, ginger, garlic, cumin and cloves are rich in antioxidants.

Balanced diet for healthy adults (sedentary) – **foods to be included –g/day**

Food groups	Adults - male	Adults - female

Cereals and millets (rice, wheat, ragi, jowar, other millets (g)	375	270
Pulses (red gram dhal, green gram, Bengal gram, green peas, cowpea, field bean and other pulses and legumes (g)	75	60
Other vegetables (beans, gourd, cauli flower, brinjal, drum stick, cabbage, cucumber and others) (g)	200	200
Green Leafy Vegetables (g)	100	100
Roots and tubers (carrot, onion, potato, radish, beetroot)(g)	200	200
Fruits (g)	100	100
Visible fat(g)	25	20
Sugar/jaggery	20	20
Milk or curd (ml)	300	300
Meat and meat products – 50 may be substituted for pulses of one day		

Dietary guidelines for Indians, ICMR -2010
Healthy dietary habits –

1. Use a combination of cereals and millets
2. The legumes may be sprouted for better digestibility
3. Use lime juice after removing the dishes for the flame
4. Fermented foods may be used for maintaining good gut health
5. Foods with additives such as ketch ups and sauces may be minimized or completely avoided.
6. Food adjuncts with synthetic colour and flavours has to be avoided

   Eg- for kesaribhath instead of synthetic orange colour use either turmeric or saffron. Permitted colours and flavours
7. Do not reuse fried oils of many cycles.
8. Use fresh fruits and fruit juices are recommended instead of synthetic beverages

Balanced Diet for Adults - Sedentary/ Moderate/ Heavy Activity (Number of portions)

	g/portion	Type of work					
		Sedentary		Moderate		Heavy	
		Man	Woman	Man	Woman	Man	Woman
Cereals & millets	30	12.5	9	15	11	20	16
Pulses	30	2.5	2	3	2.5	4	3
Milk & milk products	100 ml	3	3	3	3	3	3
Roots & tubers	100	2	2	2	2	2	2
Green leafy vegetables	100	1	1	1	1	1	1
Other vegetables	100	2	2	2	2	2	2
Fruits	100	1	1	1	1	1	1
Sugar	5	4	4	6	6	11	9
Fat	5	5	4	6	5	8	6

Recommended Dietary Allowances (RDA) for Indians

RECOMMENDED DIETARY ALLOWANCES FOR INDIANS
(Macronutrients and Minerals)

Group	Particulars	Body wt. kg	Net Energy Kcal/d	Protein g/d	Visible Fat g/day	Calcium mg/d	Iron mg/d
Man	Sedentary work	60	2320	60	25	600	17
	Moderate work		2730		30		
	Heavy work		3490		40		
Woman	Sedentary work	55	1900	55	20	600	21
	Moderate work		2230		25		
	Heavy work		2850		30		
	Pregnant woman		+350	82.2	30	1200	3 5
	Lactation 0-6 months		+600	77.9	30	1200	25
	6-12 months		+520	70.2	30		

RECOMMENDED DIETARY ALLOWANCES FOR INDIANS
(Vitamins)

Group	Particulars	Vit. A µg/d		Thiamin mg/d	Riboflavin mg/d	Niacin equivalent mg/d	Pyridoxin mg/d	Ascorbic acid mg/d	Dietary folate µg/d	Vit.B_{12} µg/d	Magnesium mg/d	Zinc mg/d
		Retinol	β-carotene									
Man	Sedentary work	600	4800	1.2	1.4	16	2.0	40	200	1	340	12
	Moderate work			1.4	1.6	18						
	Heavy work			1.7	2.1	21						
Woman	Sedentary work	600	4800	1	1.1	12	2.0	40	200	1	310	10
	Moderate work			1.1	1.3	14						
	Heavy work			1.4	1.7	16						
	Pregnant woman	800	6400	+0.2	+0.3	+2	2.5	60	500	1.2		12
	Lactation 0-6 months	950	7600	+0.3	+0.4	+4	2.5	80	300	1.5		
	6-12 months			+0.2	+0.3	+3	2.5					

3. Healthy Cereals and Pulses

a) Millets are not only comparable to major cereals with respect to their nutritional features but are very good sources of carbohydrates, micronutrient and phytochemicals with nutraceutical properties. The millets contain 7-12% protein, 2-5% fat, 65-75% carbohydrates and 15-20% dietary fiber. Carbohydrates are the major nutritional bio-chemicals of the millets and comprise largely of starch (65-70%) and a good amount (16-20%) of non-starchy polysaccharides (NSP). The NSP, which constitute nearly 95% of the dietary fibre of the grain are derived not only from bran tissue but also from the endosperm cell walls of the millet kernels. Among the millets, pearl millet contains high proportion of proteins (12-16%) as well as lipids (4-6%) compared to other millets. Finger millet one of the important millets contains only 6-8% protein and 1.5-2% fat but is the richest source of calcium (0.35%) among the common cereals. It is well known that, the small millets play an important role in nutrition and diet because of the inherited health benefits associated with them. Foxtail and proso millets contain proteins slightly higher (12.5 g/100g) than wheat, while little millet is a very good source of iron (9.5 mg/100g) and finger millet is known for its calcium (350 mg/100g) contents. Millets score high in their nutritional profile compared to milled rice and other major cereals. Moreover, the carbohydrates present in millets are unique because of the starch granules are compactly arranged and surrounded by cell wall materials which contribute for the dietary fiber component of the grain. Thus, millets do provide a good amount of the dietary fiber to the consumer. Apart from this, each millet possesses unique features in terms of nutritional benefits.

b) Finger millet contains good amount of sulphur amino acids like tryptophan, cystine and methionine and also it is a rich source of polyphenols. Due to the presence of polyphenols, finger millet exhibit good antioxidant activity, shows hypoglycemic, hypocholesterolemic and anti-ulcerative properties thus providing the health benefits to the consumer. Foxtail millet shows good antioxidant potential because of polyphenols, carotenes and tocopherol contents. Foxtail millet also accumulates gama aminobutyric acid on germination, GABA regulates cardiovascular functions. Little millet also contains good amount of polyphenols and shows highest iron chelating activity. Similar to foxtail millet, proso millet also contains high amount of carotenoids and tocopherols and thus contribute for its antioxidant activity. Kodo millet contains comparatively high lysine content (3.0-3.5g/100g) among all other millets. It also shows highest DPPH (2,2-diphenyl-1-picrylhydrazyl, is a rapid, simple, inexpensive and widely used method to evaluate antioxidant activity of foods**)**quenching activity among millets and hypoglycemic nature and reduces cholesterol levels. Barnyard millet contains serotonin derivative, which exhibits anti-inflammatory activity.

It also contains luteolinand tricin which belong to flavonoid group and are cancer preventive in nature.

c) Brown rice or semipolished rice is a very good source of oryzanol and also dietary fiber. Apart from this rice contains very good quality proteins and thiamine. Brown rice also shows good antioxidant potential. Wheat is an excellent source of protein, vitamin E and also possess antioxidant activity.

d) Legumes are good source of plant based proteins. They also provide dietary fiber and legumes like horse gram is known for its nutraceutical potential.

4. Healthy Oils

a) Indian cooking conditions differ greatly, since the oils are often subjected to rather high temperatures, as stir-frying is a routine process in every curry or other similar preparations. As a result, exposure to high temperatures not only destroys antioxidants like vitamin E and β-carotene but also produces toxic compounds that may potentially be mutagenic and atherogenic.Repeated frying of oil can damage the oil and produce more toxic components that are highly harmful to the heart. Indian cooking conditions subject oil to very high temperatures, like in deep frying during which the oil temperatures can go above 170 °C.

b) Refined oils are purified oils from oil cakes using highly intense mechanical and chemical (solvent extraction) processes to extract the oil from the seeds and vegetables products. The crushed seeds are heated repeatedly to high temperatures up to 270 °C in a steam bath for deodorization and to start the oil extraction process. These high temperatures can result in loss of antioxidants (like tocopherols) and sterols, produce free radicals and TFA, and polymeric components, which are potentially atherogenic and mutagenic

c) It is advisable to avoid refined oils, since during the refining process, oils are heated to high temperatures resulting in their degradation and generation of toxic substances. Refined oils, particularly high in PUFAs, degrade easily and therefore, should be avoided for frying. On the contrary, oils high in saturated fats (like ghee/coconut oil) can be used for Indian cooking, as they are comparatively stable during frying. Mustard and rapeseed oils can be a preferred choice, particularly mustard oil in its non-refined (cold-pressed) form.

d) Blending of oils combines the potency of two/more edible oils; it offers a balance of fatty acids and antioxidants, and this approach is used to enhance the oxidative and thermal stability of oils. A blend of rice bran

oil and safflower oil (70:30) with added antioxidants reportedly improves several lipid parameters and certain inflammatory markers.Further, appropriate blending of edible oils (such as rice bran and safflower oil; coconut and sesame oil; canola and flaxseed oil) also appears to be a good option to reduce the plasma lipids, inflammation and, thus, the CHD risk.Thus, blending of non-conventional oil (RBO) with traditional oil (olive oil) to make stable and healthier blended oil can be done at reduced cost.

e) A hearthealthy oil should be cholesterol and trans fats free, low insaturated fats, high in MUFAand PUFA, should have ideal N-6to N-3 ratio (< 4:1) and high smoking points. Mustard andCanola oils offer to be ideal.

5. Safety measures to be considered while procuring food ingredients:

1. Use/Purchase raw materials /Ingredients of acceptable grade (not low grade).
2. As far as possible packed raw materials shall be procured
3. Purchase raw materials/Ingredients from reliable and known dealers (with FSSAI Licensing). Do not purchase from Illegal /unauthorized dealers. (e.g. illegal slaughterhouses etc.).
4. Check raw materials/ Ingredients for visible deterioration and off odour.
5. Raw materials should be purchased in quantities that correspond to adequate storage/preservation capacity.
6. Examine the Ingredients for any foreign body contamination by checking colours, olfactory signs, textures, etc.
7. Packaged food products like sauces, masalas, etc to be checked for ‘expiry date’/ ‘best before’ /’Use by’ date, packaging integrity, and storage conditions.
8. A minimum of 60% shelf life shall be left for the product expiry.
9. Proper rotation of all raw materials and finished materials should be undertaken on FIFO (First In First Out), FEFO (First Expired First Out), and FMFO (First Manufactured First Out) basis.
10. Ingredients once procured/Purchased should be carefully stored and not contact with unwanted contaminants.
11. Ingredients added to the cooked food should be thoroughly washed/ cleaned.
12. As per FSSAI Guidelines for storage temperature of potentially high-risk food should be at or below 5°C.
13. As per FSSAI Guidelines for storage temperature of frozen food should be -18°C or below.
14. Proper quality / branded oils/fats should be used for food preparation, frying, etc.
15. Use packaged oil only.
16. The use of oils with high trans fats (like vanaspati) should be avoided.

17. Raw paste, sauces, etc. should be stored in properly covered containers and be checked regularly for any fungal growth, deterioration, etc
18. For the preparation of chutneys, Juices, etc. water should be potable.
19. Every quarterly the water is used for cooking to be checked for potability
20. Food should be properly protected after cooking, from all possible sources of Contamination
21. All uncooked food like sandwiches, chutneys, Fresh salads, and fresh fruit dishes, etc. should preferably be prepared at the moment of consumption.
22. Avoid direct and indirect contact between raw and cooked food.
23. The cooking of veg. & non-veg. items should be segregated.
24. Separate raw meats from other foods, as it is possible for Cross-contamination.
25. Use a separate cutting board for vegetables and meat, poultry, seafood.
26. Ensure proper cooking of all non-veg. products.
27. Don’t reuse marinades used on raw foods.
28. Rinse fresh fruits and vegetables under running tap water, including those with skins and rinds that are not eaten.
29. Rub firm-skin fruits and vegetables under running tap water.
30. Cook the food at the right temperatures and it should not be overcooked.
31. Re-use of cooking oil should be avoided.
32. In-process ingredients, while in use should be properly and safely stored to prevent contamination.
33. Food information should be informed to the Guest by displaying the ingredients, indicative of possible allergens, high sugar etc. for health reasons.
34. Veg. foods should always be stored above non-veg. foods and cooked foods above uncooked foods on separate racks in the refrigerator. All foods must be kept covered.
35. All surplus food and unused thawed food should be discarded.
36. The hygiene and health of all food handlers (persons who prepare/serve) are essential to keep food safe.
37. Food handler’s health to be monitored for any health issues and avoid handling the food when they are infected viz. Jaundice, diarrhoea, vomiting, fever, sore throat, eye, nose or ear discharge, skin problems (boils, cuts, itching etc.).
38. Utensils etc. used for raw food should be separated from that of prepared foods and should be sanitized properly before each use.
39. Crockery, cutlery and all equipment and utensils should be kept clean, hygienic, and dry.
40. Spoiled products should be discarded immediately after confirmation of spoilage
    (change in colour/ texture/ odour).

41. Biodegradable and non-biodegradable wastes should be separated by keeping two bins for these purposes with labelling.
42. The garbage cans should be kept at sufficient distance to avoid food contamination.
43. All garbage cans should be covered, cleaned daily and sanitized
44. Food waste should be disposed of in such a way as not to attract insects and animals, such as flies, dogs, cats and rodents.

`Adequate pest control measures should be in place.

List of Ingredients Prohibited and Restricted

Sl No.	Name of Ingredient	Remarks
1	Nicotine	
2	Tobacco	
3	Kesari Dhal	
4	Carbide Ripened Fruits	
5	Drugs included in Ayurveda, Siddha, Unani and Drugs & Cosmetic Act	
6	Non Iodized salt	
7	Flush of naturally dead animals	
8	Food Additives such as Synthetic Colours Class II Preservatives Flavour Enhancers Artificial Sweeteners Raising Agents etc.	
9	Vanaspathi, Partially Hydrogenated Fats, Fat Spreads	May be avoided in view of presence of Trans fat content

6. General recommendations for hygienic and sanitary practices for food business operators

To provide assurance of food safety it is essential to implement an effective Food Safety Management System (FSMS) based on Hazard Analysis and Critical Control Point (HACCP) and suitable pre- requisite programmes by actively controlling hazards throughout the food chain starting from food production till final consumption. The concept of FSMS is based on implementation of Good Manufacturing Practices (GMP) and Good Hygiene Practices (GHP) by food businesses operators. The Catering/ food Service establishment in which food is being handled, processed, manufactured, stored, distributed to the consumers and the persons handling them should conform to the sanitary and hygienic requirement and other food safety measures as specified below.

- ✓ Good manufacturing practices in the whole cooking/cleaning premise
- ✓ Good hygiene practices
- ✓ Procurement of quality raw material and their storage at appropriate temperature/places till use
- ✓ Use of potable water in cooking process.

- ✓ Use of food grade cooking utensils and cooking tools
- ✓ Adequate cooking/processing to eliminate or reduce hazards to acceptable levels which might have been introduced at raw material level
- ✓ Storage of prepared food at appropriate temperatures in closed containers till consumption
- ✓ Segregation of ready to eat food and raw material to prevent cross contamination
- ✓ Proper cleaning and sanitation of cooking utensils and cooking tools after use
- ✓ High standards of personal hygiene to be maintained by all the personnel involved in food preparation process
- ✓ Transportation of cooked food in dedicated vehicles and food handled by authorised staff to prevent any contamination

~o~

SECTION VII: TENDER FORM

Tender No. DC/ADMIN/TENDER/ /2024-25
Date:
To,
Chief Commissioner / Deputy Commissioner (Admin),
Annex Building-1, 1st floor,
BBMP Head office Premises,
NR Square, Bangalore 560 002

Dear Sir/Madam,

Having examined the Tender Documents including Addenda Nos.....[insert numbers],the receipt of which is hereby duly acknowledged ,we, the under signed, offer to provide Providing through outsourcing for **Supplying of food and Snacks for BBMP Functions and Meetings** in conformity with the said tender documents for the sum of _____(Rs. _____ only) or such other sums as may be as ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to **Supplying of food and Snacks for BBMP Functions and Meetings** in accordance with the schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** percent of the Contract

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this.....day of.....20.....

(Signature) (in the capacity of)
Duly authorized to sign Tender for and on behalf of

_____

SECTION VIII: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas ..... (*Hereinafter called "the tenderer*") has submitted its tender dated ..... (*date of submission of tender*) for the services **Supplying of food and Snacks for BBMP Functions and Meetings** *(hereinafter called "the Tender*")
KNOW ALL PEOPLE by these presents that WE ..... *(Name of bank)* of ..... (*Name of country),* having our registered office at ..... (*Address of bank*) *(Hereinafter called "the Bank"),* are bound unto ..... (*Name of Purchaser*) (Hereinafter called "the Purchaser) in the sum of _____for which payment well and truly to be made to the said service recipient, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this _____ day of _____ 2021

THE CONDITIONS of this obligation are:

1. If the Tenderer

a) Withdraws its Tender during the period of tender Validity specified by the Tenderer on the Tender form; or

b) Does not accept the correction of errors in accordance with the ITT; or

2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity:

a) Fails or refuses to execute the Contract form if required; or

b) Fails or refuses to furnish the performance security, in accordance with the instruction to Tenderers; We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed b it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

..... (Signature of the Bank)

SECTION IX: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between..... (Name of purchaser) of ..... (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and ..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Food and ancillary services viz., ... (Brief Description of Food and Services) and has

accepted a tender by the Supplier for the supply of those food and services in the sum of ..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Tender Form and the Price Schedule submitted by the Tenderer;
(b) The Schedule of Requirements;
(c) The Technical Specifications;
(d) The General Conditions of Contract;
(e) The Special Conditions of Contract; and
(f) The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the food and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the food and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the food and services which shall be supplied/provided by the Supplier are as under:

SECTION X: PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Purchaser)

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated,..... 20... to supply..... (Description of Food and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

Date.....20....

Address:.....

.....

.....

.....

SECTION XI

(Please see 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

(After fill, to be uploaded in the e-portal by the Tenderer along with other tender Documents for Technical Bid)

No. DC/ADMIN/TENDER/ /2024-25, Date:

Order placed by (Name & Address of the person to whom the service was provided)	Order No.& date	Year (Order executed from year2019-20)	Description & Quality of Service supplied	Value of Order (Annual)	Is the service satisfactory? Attach a certificate from the officer in-charge

Note:1. *Separate sheet to be enclosed for each order executed, in proforma A given below, which has to be given under seal and signature of the competent authority*

Note:2. *Competent Authority means Head of the Institution/Office for which the Catering service has been provided.*

Note:3*. All such Proforma A Certificates shall be uploaded.*

Signature & Seal of Tenderer

Proforma A

This is to certify that ----------service providers has satisfactorily provided cooking and catering service to this organization during the year ---------- against Order No:---------- dated ---------- for an amount of Rs.----------.

Signature
Seal and signature of competent authority

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No. DC/ADMIN/TENDER/ /24-25, Date: ..... and I have submitted the technical bid in accordance with the Terms and conditions of the above referred notification and in accordance with the terms of the tender document.

2. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

3. The financial bid is separately submitted against this tender.

Place: Seal & Signature of the Tenderer
Date:

The following documents are to be uploaded with tender form for tender approval. (Technical Bid)

No. DC/ADMIN/TENDER/ /2024-25, Date: ……

Sl. No.	Description	Documents Required	Compliance (Yes/No)
1	Certificate of registration as a firm	Copy of registration document with the Concerned.	
2	The bidder Must Have Trade license obtained from BBMP	Copy of Trade license document with the BBMP	
3	The Bidder must be incorporated or Registered in Labour department	Copy of registration document with the Labour Department	
4	Certificate Issued by Food and family health Department/ Appropriate Authority for Safety of food supplied	Certificate Issued by Food and family health Department/ Appropriate Authority	
5	Unconditional Line of credit/Solvency Certificate	Obtained from Indian Nationalized Bank.	
6	The Bidder should have an office in Bangalore for a period of not less than 2 years.	Undertaking From the company Secretary or the authorized Signatory & address Proof with email and contact numbers.	
7	The bidder should not be involved in and major litigation that may have an impact of affecting or compromising the delivery of service as Required under this RFP.	Undertaking From the company Secretary or the authorized Signatory.	
8	The agency should Submit the self attested Certificate that is not Black listed by any Authorities or Government	Undertaking From the company Secretary or the authorized Signatory.	
9	Proof for GST Registration Certificate	Copy of Registration Certificate	
10	Proof for PAN Card Number	Copy of PAN Card	

Agency

Deputy Commissioner (Admin)

	and Copy of Income Tax returns (2019-20 to 2023-24)	and Income tax Returns	
11	Proof for Professional tax Registration Certificate	Copy of the Professional tax Registration Certificate	
12	The Bidder should have minimum financial annual turnover of Rs. 94.27 Lakh far last five Financial years (2019-20 to 2023-24)	Balance Sheet Certified by Chartered Accountant	
13	Experience Certificate in Cooking and Catering of the last Three years to be filled and uploaded in Section XI Performa A (2019-20 to 2023-24)	Copy of Experience Certificate./Order copy/appreciation Certificates	
14	Audit Report (2019-20 to 2023-24)	Copy of CA audit Report/ Balance Sheet for last three Financial years	
15	The agency should have satisfactorily completed supply of breakfast/lunch/ dinner, cooking and catering services to various State/Central Government, state level organization in a single tenderer in any one year of the last five years' of Rs. 47.17 lakhs	Copy of Experience Certificate./Order copy/appreciation Certificates	

Certified that I have checked all the documents and fully complied with the instructions contained in the Tender Schedule

Signature of Tender

PRICE SCHEDULE

Name of work: Supplying of food and Snacks for BBMP Functions and Meetings

(Uploaded in E- Procurement)

Note:

1. The prices quoted above are the final prices inclusive of all taxes / duties / charges payable by the bidder
2. The Tender amount will be finalized as per the rates quoted.
3. The bidder should quote rate per plate in e proc

Evaluation of tenders will be done based on the price quoted at column (4) in the price schedule.